

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Taylor: 954-327-3741

PREPARED BY: Heidi Cavicchia

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, HOLLYWOOD HOUSING AUTHORITY, AND THE TOWN OF DAVIE PROVIDING FOR TEMPORARY USE OF THE TOWN OF DAVIE'S SANITARY SEWER SYSTEM.

REPORT IN BRIEF: The property owner, Hollywood Housing Authority, is presently engaged in plans for development and improvement of certain property within the City of Hollywood, Florida. The property owner will provide for the installation of certain sanitary sewer lines to serve the property and such sanitary sewer lines will ultimately be connected with and hooked up to certain facilities in the City of Hollywood. The City of Hollywood, however, is unable at the preset time to provide such hookups and, therefore, the property owner wishes to connect its sanitary sewer lines to Davie's lines on a temporary basis until such time as permanent sanitary facilities are completed and the City of Hollywood is able to provide this service.

PREVIOUS ACTIONS: None

CONCURRENCES: N/A

FISCAL IMPACT: No

Has request been budgeted? n/a

Prior to services being provided by Davie to the property owner, Hollywood Housing Authority, the property owner, shall execute a Water and Sewer Service Agreement authorized by Ordinance O2007-038 and shall pay all fees required by the Town of Davie for providing these services. All costs affiliated with the hookup and disconnect from Davie's facilities are to be paid by the property owner.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, City of Hollywood Resolution R2009-160, Interlocal Agreement (Exhibit "A")

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, HOLLYWOOD HOUSING AUTHORITY, AND THE TOWN OF DAVIE PROVIDING FOR TEMPORARY USE OF THE TOWN OF DAVIE'S SANITARY SEWER SYSTEM.

WHEREAS, Hollywood Housing Authority is presently engaged in plans for the development and improvement of certain property with the City of Hollywood, Florida as described in Exhibit "A"; and

WHEREAS, Hollywood Housing Authority is providing for the installation of certain sanitary sewer lines to serve the property and such sanitary sewer lines are ultimately to be connected with and hooked up to certain facilities of Hollywood, which City is unable, at the present time, to provide such hookups; and

WHEREAS, Hollywood, Davie, and the Hollywood Housing Authority mutually agree to the terms outlined in the Interlocal Agreement (Exhibit "A"); and

WHEREAS, Hollywood Housing Authority has further agreed that as a condition for the Town of Davie to enter into the agreement attached hereto as Exhibit "A", Hollywood Housing Authority agrees to execute a Water and Sewer Service Agreement with the Town of Davie, authorized by Ordinance O2007-038, and pay all associated fees.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie, does hereby authorize the Mayor to enter into an Interlocal Agreement with the City of Hollywood and Hollywood Housing Authority, which is attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009.

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2009.

RESOLUTION NO R-2009-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE TOWN OF DAVIE, THE CITY OF HOLLYWOOD, AND THE HOLLYWOOD HOUSING AUTHORITY TO PERMIT THE HOLLYWOOD HOUSING AUTHORITY, ON AN INTERIM BASIS, TO CONNECT ITS SANITARY SEWER LINES TO THE TOWN OF DAVIE'S SANITARY SEWER SYSTEM, UNTIL THE HOLLYWOOD SEWER SYSTEM IS MADE AVAILABLE.

WHEREAS, the City of Hollywood, Florida owns, operates and maintains the Wastewater Treatment Plant (WWTP) located at 1621 North 14th Avenue, Hollywood, Florida; and

WHEREAS, the Hollywood Housing Authority is planning for the redevelopment and improvement of certain property within the City of Hollywood as described in Exhibit A, and

WHEREAS, the Hollywood Housing Authority is providing for the installation of certain sanitary sewer lines to serve the property that will ultimately be connected and hooked up to Hollywood; and

WHEREAS, Hollywood is unable to provide such hook-ups at this time and has agreed to permit the Hollywood Housing Authority to hook-up and connect to Davie's sanitary sewer system on an interim basis, and

WHEREAS, installation, hook-up and connection, together with all materials and accessories, are being done at the sole cost and expense of the Hollywood Housing Authority; and

WHEREAS, Hollywood, Davie, and the Hollywood Housing Authority mutually agree to the terms outlined in the Interlocal Agreement; and

WHEREAS, the Director of the Department of Public Utilities recommends that the City Commission authorize the appropriate City Officials to execute the attached Interlocal Agreement between the City of Hollywood, Town of Davie and the Hollywood Housing Authority permitting the Hollywood Housing Authority to hook-up and connect to Davie's sanitary sewer system on an interim basis until Hollywood's sewer system is made available;

RESOLUTION INTERLOCAL AGREEMENT BETWEEN THE CITY OF DAVIE, THE CITY OF HOLLYWOOD AND THE HOLLYWOOD HOUSING AUTHORITY PERMITTING THE HOLLYWOOD HOUSING AUTHORITY TO CONNECT TO DAVIE'S SANITARY SEWER SYSTEM ON AN INTERIM BASIS

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1 That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached Interlocal Agreement between the Town of Davie, the City of Hollywood and the Hollywood Housing Authority to permit the Hollywood Housing Authority to connect to Davie's sanitary sewer system on an interim basis, until Hollywood sewer system is made available, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption

PASSED AND ADOPTED this 17 day of June, 2009


PETER BOBER, MAYOR

ATTEST


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Hollywood, Florida, only



JEFFREY F. SHEFFEL
CITY ATTORNEY

EXHIBIT "A"

INTERLOCAL AGREEMENT AMONGST THE CITY OF HOLLYWOOD, THE TOWN OF DAVIE, AND THE HOLLYWOOD HOUSING AUTHORITY

THIS AGREEMENT made this ____ day of _____, 2009, among the CITY OF HOLLYWOOD, FLORIDA ("HOLLYWOOD"), a municipal corporation of the State of Florida, the TOWN OF DAVIE, FLORIDA ("DAVIE"), a municipal corporation of the State of Florida, and the HOLLYWOOD HOUSING AUTHORITY ("HHA"), a public body, corporate and politic.

WITNESSETH:

WHEREAS, HHA is presently engaged in plans for the redevelopment and improvement of certain property within the City of Hollywood, Florida, legally described as:

See Exhibit A attached hereto and incorporated herein (hereinafter referred to as the Property);

WHEREAS, HHA is providing for the installation of certain sanitary sewer lines to serve the Property, and such sanitary sewer lines are ultimately to be connected with and hooked up to certain facilities of HOLLYWOOD, which is unable at the present time to provide such hookups; and

WHEREAS, HHA has requested permission from HOLLYWOOD to hook up to DAVIE'S facilities on a temporary basis;

NOW, THEREFORE, it is hereby agreed and covenanted as follows:

1. HOLLYWOOD hereby grants HHA permission to hook up and connect its sanitary sewer lines to DAVIE'S lines and manhole(s) located at a point approved by the City Engineer of HOLLYWOOD (hereinafter referred to as the Engineer).
2. All of the aforesaid work by HHA is to be done upon approval of the plans and specifications therefor, including materials and design flow, by the Engineer and HOLLYWOOD'S Director of Public Utilities.

3. All such installation, hook-up and connection, together with all materials and accessories thereto, are to be done at the sole cost and expense of HHA.

4. Such temporary hook-up shall continue only until such time as HOLLYWOOD has provided for the installation of its facilities, at which time HHA shall disconnect from DAVIE'S facilities and connect to HOLLYWOOD'S facilities within 90 days of notification by HOLLYWOOD of the availability of its facilities.

5. Upon disconnection from DAVIE'S facilities and connection to HOLLYWOOD'S facilities, HHA shall convey, without further consideration, by Absolute Bill of Sale, whatever portion of said facilities HOLLYWOOD desires to have at that time, together with necessary easements for repair and maintenance, and HHA shall further pay to HOLLYWOOD whatever impact or connection fees are assessed for connection at that time and the regular sanitary sewer service charges imposed by HOLLYWOOD, as same may be changed or modified from time to time.

6. Upon disconnection from DAVIE'S facilities and connection to HOLLYWOOD'S facilities, HHA shall contract only with HOLLYWOOD for all sanitary sewer service.

7. HHA shall be solely responsible for repair, maintenance and upkeep of said facilities while connected to DAVIE'S facilities and shall properly repair and maintain same in accordance with the standards of HOLLYWOOD'S Public Utilities Department.

8. This agreement shall be recorded by HOLLYWOOD, at the cost of HHA, and shall be binding on HHA, its successors, assigns, or grantees, and all future owners and occupants of the Property.

9. DAVIE shall make no attempt to expand its service area(s) by virtue of said temporary connection, nor make any claim of right adverse to that of HOLLYWOOD by virtue of said temporary hook-up.

10. HHA shall hold harmless HOLLYWOOD from all damage to real or personal property occasioned or caused by the making of the sewer connections herein referred to, and

shall also hold harmless HOLLYWOOD from all damages of any kind, nature or description which may arise as the result of the making of this agreement.

11. HHA shall not sell, lease or give any right or privilege to utilize its sanitary sewer facilities to any other person whose property is outside that described herein nor allow any such connection, without the written agreement of HOLLYWOOD.

12. HOLLYWOOD reserves to the Engineer the right to decide all questions arising as to the proper performance of this agreement by HOLLYWOOD and HHA.

13. No officer, employee or agent of HOLLYWOOD has the power to amend, modify or alter this agreement, waive any of its conditions, or bind HOLLYWOOD by making any promise or representation not contained herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF HOLLYWOOD, FLORIDA

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____
PETER BOBER, MAYOR

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida only:

JEFFREY SHEFFEL, CITY ATTORNEY

ATTEST:

TOWN OF DAVIE, FLORIDA

Print name and title

By: _____

Print name and title

APPROVED AS TO FORM & LEGALITY

Print name and title

WITNESSES:

HOLLYWOOD HOUSING AUTHORITY

PRINT: _____

By: _____
TIM SCHWARTZ, Executive Director
Hollywood Housing Authority

PRINT: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009
by _____, as _____ of HOLLYWOOD HOUSING
AUTHORITY.

Notary Public
Print: _____
Commission No. _____

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION:

All of Lot 23, Block 1, Lot 1, Block 2, Lots 8, 9, 10, 11 and 12, Block 3, and Lot 13, Block 4, together with Portions of Lots 1, 2 and 22, Block 1, Lots 2, 22 and 23, Block 2, Lots 5, 6, 7, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 3, and Lots 11, 12, 14, 15, 16 and 17, Block 4, all of "SEMINOLE HEIGHTS", as recorded in Plat Book 10 at Page 32, of the Public Records of Broward County, Florida; together with those portions of right of way lying therein as vacated pursuant to that certain ordinance as recorded in Official Record Book 7733 at Page 829 of the Public Records of Broward County, Florida. Said land being more particularly described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 03, Township 51 South, Range 41 East; thence westerly along the south line of said Northeast $\frac{1}{4}$ of Section 3 for 564.66 feet; thence northerly for 45.00 feet to a point on the north right-of-way line of N.W. 33rd Street, now known as Charleston Street, as described in Official Record Book 7733 at Page 837, of the Public Records of Broward County, Florida; said point also being the Point of Beginning; thence, westerly along said north right-of-way line for 545.19 feet to a point of curvature of a circular curve concaved easterly; thence, northwesterly and northeasterly along said circular curve to the right, having a radius of 40.00 feet and a central angle of $135^{\circ}26'22''$, for an arc distance of 94.55 feet to a point of tangency; said point lying on the southeasterly right-of-way line of Davie Road Extension, as described in said Official Record Book 10244 at Page 122; thence, northeasterly along said southeasterly right-of-way line of Davie Road Extension for 738.70 feet to a point on the south right-of-way line of N.W. 35th Street, as shown on the plat of "DRIFTWOOD ESTATES NO. 27", as recorded in Plat Book 53 at Page 31, of the Public Records of Broward County, Florida; thence, easterly along said south right-of-way line for 54.19 feet; thence, southeasterly along the chord of a 25 foot radius curve to the right for 35.59 feet; said curve being tangent to both the south right-of-way line of N.W. 35th Street and the west right-of-way line of N. 72nd Way, as described in Official Record Book 10244 at Page 122, of the Public Records of Broward County, Florida; thence, southerly along said west right-of-way line for 536.86 feet; thence, southwesterly along the chord of a 25 foot radius curve to the right, tangent to the last described line and tangent to the north right-of-way line of said N.W. 33rd Street, for 35.12 feet to the Point of Beginning.

Said lands containing 4.9710 acres (216,537 sq. ft.), more or less.